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SOUTHERN DISTRICT OF CALIFORNIA

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11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 DAVID DATE, JR., Individually and On Behalf of) Case No. /
14 All Others Similarly Situated,) 07 CV 0592 BEN RBB
15 Plaintiff,) CLASS ACTION COMPLAINT
16 vs.)
17 SONY ELECTRONICS, INC. and ABC) Violations of Cal. Civ. Code §§1750, *et
WAREHOUSE, seq.*, Cal. Bus. & Prof. Code §§ 17200, *et
18 Defendants. seq.*, Magnuson-Moss Warranty Act,
19) 15 U.S.C. §§ 2301, *et seq.*, and Breach of
Contract
(Jury Trial Requested)

20 Plaintiff, David Date, Jr., on behalf of himself and all others similarly situated, all to the
21 best of his knowledge, information, and belief formed after an investigation reasonable under the
22 circumstances, which facts are likely to have evidentiary support after a reasonable opportunity
23 for further investigation and discovery, except for information identified herein based on
24 personal knowledge, hereby alleges as follows:

25 **JURISDICTION AND VENUE**

26 2. Jurisdiction and venue in this Court are based upon § 1332 of Title 28 of the
27 United States Judicial Code, 28 U.S.C. § 1332, as amended by The Class Action Fairness Act of

1 2005 ("CAFA"), Pub. Law 109-2 (Feb.18, 2005). The Class involves more than 100 persons. 28
2 U.S.C. §1332(d)(5)(A). The aggregate amount in controversy, exclusive of interest and costs,
3 exceeds \$5,000,000.00. 28 U.S.C. §1332(d)(2). Plaintiff is a resident of Michigan, and
4 Defendant Sony Electronics, Inc. resides and has a principal place of business in San Diego,
5 California. Therefore, minimal diversity of opposing parties is present as required under CAFA.
6 28 U.S.C. § 1332(d)(2)(A).

7 3. In connection with the acts and course of conduct alleged in this Complaint, the
8 Defendants both directly and indirectly used the means and instrumentalities of interstate
9 commerce, including the United States mails and interstate telephone communications, to engage
10 in the conduct at issue herein.

11 4. Venue is proper in this District under §§ 1391(a) and 1391(c) of Title 28 of the
12 United States Code because a substantial part of the acts and conduct charged herein, including
13 the promotion, use, sale, marketing, and/or distribution of the products at issue, occurred in this
14 District, as did the issuance of materially false and misleading representations. Numerous Class
15 members reside in this venue. Defendant ABC Warehouse, Inc. conspired with Defendant Sony
16 Electronics, Inc. regarding the wrongdoing alleged herein. Numerous Class members purchased
17 a Sony Grand Wega, Model KDS-R50XBR1 manufactured by Sony Electronics, Inc. in this
18 venue and were thereby injured and subjected to irreparable harm in this venue. Sony
19 Electronics, Inc. received substantial compensation and profits from sales of such products in this
20 venue. Thus, Sony Electronics, Inc.'s liability arose in substantial part in this District.
21 Defendants are also registered to do business, and/or in fact do business in this District.

22 THE PARTIES

23 5. Plaintiff David Date, J.R. is a natural person who resides in Michigan.

24 6. Defendant Sony Electronics, Inc. (referred to hereinafter as "Sony") is a
25 corporation formed under the laws of Delaware, with a principal place of business located at
26 16530 Via Esprillo, San Diego, California 92727. At all relevant times, Sony was engaged in
27 the business of distributing, marketing, and/or selling Sony televisions in California and in all 50
states.

1 7. Defendant ABC Warehouse is a Michigan corporation, with a principal place of
2 business at One West Silverdome Industrial Park, Pontiac, Michigan 48342. At all relevant
3 times, ABC Warehouse placed items into the stream of interstate commerce and was engaged in
4 the business of distributing, marketing, and/or selling its products, including Sony Wega
5 televisions, in some or all of the 50 states through both its store locations and through its
6 interactive website.

7 8. At all times mentioned in the causes of action alleged herein, by distributing
8 uniformly false and misleading information about the Sony Grand Wega television, Model KDS-
9 R50XBR1 as detailed herein, by not publicly disclosing their wrongful conduct and by
10 participating in a scheme to profit economically from each Defendant's individual and collective
11 efforts to mislead consumers, each and every Defendant acted as an aider, abettor and co-
12 conspirator of each and every other Defendant, or is obligated by law to be financially
13 responsible for such conduct. At all times mentioned in the causes of action alleged herein, each
14 and every Defendant was an agent and/or joint venturer of each and every other Defendant. By
15 engaging in the conduct alleged herein, each and every Defendant was acting within the course
16 and scope of this joint venture, agency and conspiracy, and with the authorization of each of the
17 remaining Defendants to the extent that any affirmative misrepresentations or omissions alleged
18 herein were perpetrated by one or more Defendants by continuing to participate in this
19 conspiracy. As a result thereof, Defendants have engaged in a conspiracy to violate the law as
20 detailed herein, and to mislead and deceive consumers regarding the facts detailed herein, all to
21 defendants' individual and mutual economic benefit.

22 9. Whenever this Complaint refers to any act or acts of Defendants, the reference
23 shall also be deemed to mean that the directors, officers, employees, affiliates, or agents of the
24 responsible Defendant authorized such act while actively engaged in the management, direction
25 or control of the affairs of Defendants, and each of them, and/or by persons who are the parents
26 or alter egos of Defendants while acting within the scope of their agency, affiliation, or
27 employment. Whenever this Complaint refers to any act of Defendants, the reference shall be
deemed to be the act of each Defendant, jointly and severally.

PLAINTIFF'S CLASS ALLEGATIONS

2 10. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal
3 Rules of Civil Procedure, on behalf of himself and all others similarly situated as representative
4 members of the following proposed class: "All persons who purchased one or more Sony Grand
5 Wega televisions, Model KDS-R50XBR1, that was warranted and advertised as capable of
6 displaying 1080p resolution when it did not." Plaintiff also brings this action on behalf of
7 subclass defined as "all persons who purchased such Sony televisions through ABC Warehouse."
8 The Class and Subclasses exclude Defendants and their co-conspirators, their subsidiaries,
9 affiliates, officers, and employees, and the Court and its staff.

NUMEROUSITY OF THE CLASS

11 11. The proposed Class is so numerous that the individual joinder of all its members
12 in one action is impracticable. While the exact number and the identities of Class members are
13 not known at this time, they can be ascertained through appropriate investigation and discovery.

TYPICALITY OF CLAIMS

15 12. Plaintiff's claims are typical of the claims of the members of the Class because
16 Plaintiff and all Class members were injured by the same wrongful conduct and scheme of the
17 Defendants alleged herein. Defendants advertised that the Model KDS-R50XBR1 Sony Grand
18 Wega television was always capable of running at 1080p resolution and charged Plaintiff and the
19 class members a premium for a television with this resolution. However, these televisions do not
20 fully operate at 1080p resolution as advertised.

EXISTENCE AND PREDOMINANCE OF COMMON QUESTIONS OF LAW AND FACT

23 13. The common questions of law and fact raised in this litigation substantially
24 predominate over any questions that may affect only individual Class members. These common
25 questions of law and fact include, but are not limited to:

26 (a) Whether these televisions are fully capable of always displaying 1080p
27 resolution;

- (b) Whether Defendants knew the televisions were not fully capable of always running at 1080p resolution;
- (c) Whether the advertisements and statements issued by Defendants or their joint venturers and agents were and are untrue and/or had a likelihood of deceiving Class members;
- (d) Whether Defendants' conduct violated consumer protection statutes;
- (e) Whether Defendants' uniform course of conduct was unconscionable or constitutes untrue or misleading advertising, fraud or concealment of material facts;
- (f) Whether Defendants omitted to disclose material facts necessary in order to make Defendants' other statements not misleading for want of disclosure of such omitted facts;
- (g) Whether Defendants improperly failed to notify all Class members and the general public of the true facts regarding the ability to receive 1080p resolution on the Sony Grand Wega television, Model KDS-R50XBR1;
- (h) Whether the gravity of the harm attributable to such conduct was outweighed by any benefits attributable thereto;
- (i) The amount of revenues and profits Defendants received or saved and/or the amount of monies or other obligations imposed on or lost by Class members as a result of such wrongdoing;
- (j) Whether Class members are threatened with irreparable harm and/or are entitled to injunctive and other equitable relief and, if so, what is the nature of such relief; and
- (k) Whether plaintiff and members of the Class are entitled to damages, rescission or equitable relief and the appropriate measure of such relief.

ADEQUATE REPRESENTATION

19 15. Plaintiff will fairly and adequately protect the interests of the members of the
20 Class in that he has no irreconcilable conflicts with or interests materially antagonistic to those of
21 the other Class members.

22 16. Plaintiff has retained attorneys experienced in the prosecution of class actions, and
23 who have been previously appointed by courts as adequate class counsel.

SUPERIORITY AND SUBSTANTIAL BENEFITS OF CLASS LITIGATION

25 17. A Class action is manageable and superior to other available methods for the fair
26 and efficient group wide adjudication of this controversy for the following reasons:

- 1 (a) it is economically impracticable for members of the Class to prosecute individual
actions;
- 2 (b) Plaintiff is aware of no other litigation concerning this controversy already
commenced by or against members of the Class;
- 3 (c) The prosecution of separate actions by the individual members of the Class would
create a risk of inconsistent or varying adjudications with respect to individual
Class members, thus establishing incompatible standards of conduct for
defendants;
- 4 (d) Because of the nature of some of the relief sought, the prosecution of separate
actions by individual Class members would create a risk of adjudication with
respect to them that would, as a practical matter, be dispositive of the interests of
the other Class members not parties to such adjudications or would substantially
impair or impede the ability of such Class members to protect their interests;
- 5 (e) it is desirable to concentrate these claims in a single forum because no member of
the Class has sustained damages sufficient to warrant litigation of the claims
separately; and
- 6 (f) there are no difficulties likely to be encountered in the management of this class
action.

13 18. Defendants have acted on grounds generally applicable to the entire Class, thereby
14 making final injunctive relief or corresponding declaratory relief appropriate with respect to the
15 Class as a whole.

16 19. Notice of the pendency of and any resolution of this action can be provided to the
17 Class members by individual mailed notice or the best notice practicable under the
18 circumstances.

FACTS

20 20. Prior to March 31, 2006, Plaintiff David Date, Jr. ("Plaintiff") reviewed various
21 advertisements and specifications for televisions, seeking to find a television that ran at 1080p
22 resolution.

23 21. Plaintiff was looking to purchase a television at 1080p resolution so that he would
24 be assured of maximum performance and use based on the fast changing technology and the
25 premium paid for such product. Companies charge several hundred dollars more for 1080p
26 resolution television than they do for 1080i or other lower resolution televisions due to the
27 purported characteristics of increased technological benefits.

1 22. Prior to March 31, 2006, Plaintiff was told, via advertisements and other uniform
2 representations, including the Defendants' published specifications of the Sony Grand Wega
3 television Model KDS-R50XBR1, that this model television had the characteristic, use, or
4 benefit that it ran at 1080p resolution. *See, e.g., Exhibit A*, incorporated herein by reference. As
5 this advertisement shows, the resolution is one of the primary characteristics Defendants focus
6 upon in the advertising.

7 23. On or about March 31, 2006, Plaintiff went to ABC Warehouse to purchase a
8 television that ran at 1080p resolution. He was told by ABC Warehouse again that the Sony
9 Grand Wega Model KDS-R50XBR1 always ran at 1080p resolution. ABC Warehouse also
10 made this representation on its store's internet site. *See Exhibit B*, incorporated herein by
11 reference.

12 24. Based on and as a result of Defendants' representations and advertisements
13 regarding the resolution of the television, Plaintiff purchased the Sony Grand Wega Model KDS-
14 R50XBR1. *See Exhibit C*, incorporated herein by reference.

15 25. After receiving the television and trying to hook it up to his computer, Plaintiff
16 discovered that the television would not run at 1080p resolution.

17 26. Plaintiff telephoned Sony regarding this problem and was told for the first time
18 that, contrary to Defendants' advertisements, the television in fact did not always run at 1080p
19 resolution.

20 27. Since having been informed of the true facts, Plaintiff attempted to resolve this
21 matter, including filing a Complaint with the Better Business Bureau against ABC Warehouse.
22 However, ABC Warehouse failed to offer Plaintiff his actual damages suffered, a full refund, or
23 even a suitable replacement television that would perform as his television was advertised.
24 Instead, all ABC Warehouse offered was a Sony television that did not run at 1080p, and with
25 less options than the television already purchased by Plaintiff.

26 28. On February 26, 2007, Plaintiff sent Defendants a Notice of Violation of the
27 Consumers Legal Remedies Act and Demand for Remedy via facsimile and certified mail, with
return receipt requested. *See Exhibit D*, incorporated herein by reference.

1 29. On March 23, 2007, Sony sent Plaintiff correspondence denying any wrongdoing
2 or liability. *See Exhibit E*, incorporated herein by reference. ABC Warehouse did not respond to
3 such letter at all.

4 30. Defendants thus have failed to comply with the representations made in their
5 advertisements and with their statutory obligations despite demand having been made therefor by
6 Plaintiff, on behalf of himself and the Class.

7 31. Defendants uniformly represented and over-charged Plaintiff and the class
8 members for televisions having 1080p resolution, when such televisions could not perform as
9 advertised and represented.

32. As a result of the foregoing, Defendants have systemically engaged in a series of
transactions in violation of California and other applicable law.

12 33. Plaintiff and the class members suffered injury as a result of Defendants' false
13 advertisements and their failure to comply with their obligations imposed under all applicable
14 laws. Class members should therefore receive all amounts improperly overcharged by
15 Defendants.

16 34. Plaintiff and the Class members have not received a return of the improperly paid
17 or retained monies despite demand therefor, and are currently owed such amounts, plus any
18 damages, restitution, interest or other legal or equitable monetary relief required to be paid to
19 them by law.

20 35. Defendants' failure to abide by their legal obligations is ongoing and continues to
21 this date.

22 TOLLING OF APPLICABLE STATUTES OF LIMITATION

36. Any applicable statutes of limitation have been equitably tolled by Defendants' affirmative acts of fraudulent concealment, suppression, and denial of the true facts regarding the existence of the practices at issue herein. Such acts of fraudulent concealment included covering up and refusing to publicly disclose the fact they were not honoring the advertisements and offers and/or by claiming a legal and contractual right to do so. Through such acts of fraudulent concealment, Defendants were able to actively conceal from the class the truth about and

1 justification for Defendants' practices, thereby tolling the running of any applicable statutes of
2 limitation until public disclosure of the true facts. Defendants still refuse to this day to take full
3 responsibility for their actions, despite being aware that such conduct has taken place.

4 **COUNT I**
5 **Violation of CAL. CIV. CODE § 1750, *et seq.***
6 **The California Consumers Legal
Remedies Act**

7 **(Against All Defendants)**

8 37. Plaintiff hereby incorporates by reference, as if fully set forth herein, each and
every allegation contained in ¶¶1-36 hereof and further alleges as follows.

9 38. The California Consumers Legal Remedies Act, CAL. CIV. CODE § 1750, *et seq.*
10 ("CLRA"), has adopted a comprehensive statutory scheme prohibiting various deceptive
11 practices in connection with the conduct of a business providing goods, property or services to
12 consumers primarily for personal, family or household purposes.

13 39. The transactions, policies, acts, and practices engaged in by Defendants and
14 alleged herein were intended to, and did, result in the sale of the products and services here at
15 issue to a number of the members of the Class primarily for personal, family or household
16 purposes, and violated and continued to violate the CLRA, California Civil Code § 1770(a), and
17 other comparable consumer protection laws in at least the following respects:

19 (5) Representing that goods or services have . . . characteristics, . . .
20 . . . uses [or] benefits . . . which they do not have;

21 (7) Representing that goods . . . are of a particular standard, quality
22 or grade, or that goods are of a particular style or model, if they
are of another;

23 (9) Advertising goods or services with intent not to sell them as
24 advertised;

25 (14) Representing that a transaction confers or involves rights,
26 remedies, or obligations which it does not have, or which are
prohibited by law; and

27 (16) Representing that the subject of a transaction has been supplied
in accordance with a previous representation when it has not.

1 40. As a result, members of the Class have had their legal rights infringed upon and
2 suffered irreparable harm, entitling them to both injunctive relief and restitution.

3 41. In compliance with the provisions of California Civil Code §1782, Plaintiff has
4 given written notice to Defendants of the intention to file an action for damages under California
5 Civil Code § 1750, *et seq.* Class Plaintiff has also requested Defendants offer an appropriate
6 correction and other appropriate relief to all affected consumers.

7 42. As Defendants failed and refused, after receipt of the §1782 notice, to adequately
8 respond to Plaintiff's demand to correct or otherwise rectify the wrongful conduct described
9 above on behalf of all Class members, Plaintiff seeks for all Class members all actual and
10 exemplary damages permitted for violation of the CLRA, (and any other comparable statutes the
11 Court finds applicable) including for statutory damages of up to \$1,000 per consumer. In
12 addition, Class Plaintiff seeks and is entitled to, pursuant to California Civil Code §1780(a)(2),
13 an order enjoining the above-described wrongful acts and practices of Defendants, providing
14 restitution to all members of the Class who are so entitled, ordering the payment of costs and
15 attorneys' fees, and such other relief as deemed appropriate and proper by the Court under
16 California Civil Code §1780.

COUNT II

**Violation of CAL. BUS. & PROF. CODE §17200, *et seq.*
Unlawful, Unfair and Fraudulent Business Acts and Practices
(Against All Defendants)**

20 43. Plaintiff hereby incorporates each and every allegation contained in ¶¶1-42 as if
21 fully alleged herein and further alleges as follows.

22 44. Defendants' acts and practices as detailed above constitute acts of unfair
23 competition. Defendants have engaged in an unlawful, unfair, or fraudulent business act and/or
24 practice within the meaning of California Business & Professions Code § 17200. Such conduct
25 also violates other comparable and applicable state consumer protection laws, which laws do not
26 materially conflict with Business & Professions Code Section 17200.

27 45. Defendants have engaged in an "unlawful" business act and/or practice by
advertising the Sony Grand Wega television, Model KDS-R50XBR1 as having 1080p resolution,

1 and they charged consumers hundreds of dollars more for a television with such a characteristic,
2 even though the television was not fully capable of 1080p resolution. As detailed above, these
3 business acts and practices violated numerous provisions of law, including, in addition to the
4 foregoing, *inter alia*, California Civil Code §1709, the Consumers Legal Remedies Act,
5 California Civil Code § 1750, *et seq.* (as set forth in detail herein), and the Business and
6 Professions Code §17500 *et seq.* Plaintiff reserves the right to identify additional violations of
7 law as further investigation warrants.

8 46. By engaging in the above-described conduct, Defendants have engaged in an
9 “unfair” business act or practice in that the justification for selling such products or services
10 based on the business acts and practices described above is outweighed by the gravity of the
11 resulting harm, particularly considering the available alternatives, and/or offends public policy, is
12 immoral, unscrupulous, unethical and offensive, or causes substantial injury to consumers and
13 competitors.

14 47. By engaging in the above-described conduct, Defendants have engaged in a
15 “fraudulent” or “deceptive” business act or practice in that the business acts and practices
16 described above had a tendency and likelihood to deceive purchasers of such goods or services,
17 and those potentially targeted by the deceptive practices here at issue.

18 48. Defendants need only to have violated one of the three provisions set forth above
19 to be strictly liable under this Cause of Action.

20 49. The above-described unlawful, unfair or fraudulent business acts and practices
21 engaged in by Defendants continue to this day and present a threat to the Class in that Defendants
22 have failed to publicly acknowledge the wrongfulness of their actions and provide the complete
23 relief required by the statute.

24 50. Pursuant to California Business & Professions Code §17203 (and any other
25 comparable statutes the Court finds applicable), Plaintiff, individually and on behalf of the Class,
26 seeks an order of this Court prohibiting Defendants from continuing to engage in the unlawful,
27 unfair, or fraudulent business acts or practices set forth in this Complaint and from failing to fully
disclose the true facts as set forth herein, and/or ordering Defendants engage in a corrective

1 informational campaign. Plaintiff additionally requests an order from the Court requiring that
2 Defendants provide complete equitable monetary relief, including that they disgorge and return
3 or pay Defendants' ill-gotten gains and such other monies as the trier of fact may deem necessary
4 to deter such conduct or prevent the use or enjoyment of all monies wrongfully obtained, and/or
5 pay restitution, including cancellation of the above obligations or the return of any monies paid to
6 Defendants that would not otherwise have been paid had the true facts been disclosed by
7 Defendants or if they had complied with their legal obligations and advertisements, plus any
8 interest earned by Defendants on such sums. Such an order is necessary so as to require
9 Defendants to surrender all money obtained either directly or indirectly through such acts of
10 unfair competition, including all monies earned as a result of such acts and practices, so that
11 Defendants are prevented from benefiting or profiting from the practices that constitute unfair
12 competition or the use or employment by Defendants of any monies resulting from the sale of
13 such goods or services and/or to ensure the return of any monies as may be necessary to restore to
14 any person in interest any money or property which may have been acquired by means of such
15 acts of unfair competition. Plaintiffs also request the Court order that an asset freeze or
16 constructive trust be imposed over all monies that rightfully belong to members of the Class.

17

18 **COUNT III**

19 **(For Breach of Written Warranty Under
Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* against Sony Electronics, Inc.)**

20 51. Plaintiff hereby incorporates each and every allegation contained in ¶¶1- 50 as if
21 fully alleged herein and further alleges as follows.

22 52. Plaintiff and the members of the class are "consumers" within the meaning of the
23 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

24 53. Sony is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss
25 Warranty Act, 15 U.S.C. § 2301(1).

26 54. The televisions at issue in this lawsuit are "consumer products" within the
27 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

1 55. Sony's written affirmation of fact, promises, and/or descriptions as alleged herein
2 are each a "written warranty" within the meaning of the Magnuson-Moss Warranty Act, 15
3 U.S.C. § 2301(6). Sony breached its written warranties as its televisions failed to perform as
4 warranted, *i.e.* they did not run at 1080p. Sony therefore failed to honor its warranties for the
5 television.

6 56. Plaintiff and the class members were damaged in that, among other things, they
7 paid for a television that did not perform as advertised, *i.e.* the televisions were worth hundreds
8 of dollars less than were warranted.

9 57. In light of Sony's written refusal to informally resolve this issue, further
10 opportunity to cure its breach of warranties is futile. At the time of the sale to Plaintiffs,
11 Defendant knew, or should have known, or was reckless in not knowing of its misrepresentations
12 concerning the Sony Grand Wega television's inability to perform as warranted but nevertheless
13 failed to rectify the situation. Moreover, Plaintiff sent Sony notice of the dispute and it failed to
14 cure its breach.

COUNT IV

(For Breach of Written Warranty Under

Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* against ABC Warehouse.)

17 58. Plaintiff hereby incorporates each and every allegation contained in ¶¶1- 57 as if
18 fully alleged herein and further alleges as follows. This Count is brought by Plaintiff on behalf
19 of himself and a subclass of persons that purchased such Sony televisions through ABC
20 Warehouse.

21 59. Plaintiff and the members of the class are "consumers" within the meaning of the
22 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

23 60: ABC Warehouse is a "supplier" and "warrantor" within the meaning of the
24 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

25 61. The televisions at issue in this lawsuit are “consumer products” within the
26 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

27 62. ABC Warehouse's written affirmation of fact, promises, and/or descriptions as
alleged herein are each a "written warranty" within the meaning of the Magnuson-Moss

1 Warranty Act, 15 U.S.C. § 2301(6). ABC Warehouse breached its written warranties as its
2 televisions failed to perform as warranted, *i.e.* they did not run at 1080p. ABC Warehouse
3 therefore failed to honor its warranties for the television.

4 63. Plaintiff and the class members were therefore damaged in that, among other
5 things, they purchased a television worth far less than advertised by ABC Warehouse as such
6 televisions did not conform to ABC Warehouse's representations.

7 64. Resorting to any informal dispute settlement procedure and/or affording ABC
8 Warehouse a reasonable opportunity to cure its breach of warranties is futile. At the time of the
9 sale to Plaintiffs, ABC Warehouse knew, or should have known, or was reckless in not knowing
10 of its misrepresentations concerning the Sony Grand Wega television's inability to perform as
11 warranted but nevertheless failed to rectify the situation. Moreover, Plaintiff afforded ABC
12 Warehouse an opportunity to cure and it failed to adequately do so. .

COUNT V
Breach of Implied Warranty of Merchantability
(Against Sony Electronics, Inc.)

15 65. Plaintiff hereby incorporates each and every allegation contained in ¶¶1-64 as if
16 fully alleged herein and further alleges as follows.

17 66. The implied warranty of merchantability arises through operation of state law,
18 cannot be disclaimed or modified pursuant to 15 U.S.C. § 2308 and is incorporated into the
19 Warranty Act pursuant to 15 U.S.C. § 2301(7) whereby Sony, by and through Defendants'
20 warranties, impliedly warranted that the Sony Grand Wega television would conform to the
21 promises, affirmations, undertakings, and descriptions contained in the contracts, labels,
22 advertisements, and warranties, *i.e.* always run at 1080p resolution.

23 67. As the television did not run at 1080p resolution as promised, it is thereby not fit
24 for the ordinary and essential purpose for which it was intended.

25 68. As a direct and proximate result of Sony's failure to comply with the warranties
26 coupled with the unmerchantable condition of the television, Plaintiff and the class suffered
27 damages, including:

- 1 a. purchase and receipt of non-confirming and unmerchantable televisions
2 that are diminished in value by hundreds of dollars;
- 3 b. failure to receive the use, benefit, and enjoyment of the television;
- 4 c. inability to utilize the television for its intended ordinary purpose;
- 5 d. loss of full use of the television for its intended purposes; and
- 6 e. incurrence of incidental and consequential damages.

7 69. The defects and conformities present in the Sony Grand Wega television, coupled
8 with Sony's failures as described above, constitute a violation of the Magnuson-Moss Warranty
9 Act, 15 U.S.C. § 2301 *et seq.*, and a breach of the implied warranty of merchantability under
10 state and federal law.

11 **COUNT VI**
12 **Breach of Implied Warranty of Merchantability**
13 **(Against ABC Warehouse)**

14 70. Plaintiff hereby incorporates each and every allegation contained in ¶¶1-69 as if
15 fully alleged herein and further alleges as follows. This Count is brought by Plaintiff on behalf
16 of himself of a subclass of persons that purchased such Sony televisions through ABC
Warehouse.

17 71. The implied warranty of merchantability arises through operation of state law,
18 cannot be disclaimed or modified pursuant to 15 U.S.C. § 2308 and is incorporated into the
19 Warranty Act pursuant to 15 U.S.C. § 2301(7) whereby ABC Warehouse, by and through
20 Defendants' warranties, impliedly warranted that the Sony Grand Wega television would
21 conform to the promises, affirmations, undertakings, and descriptions contained in the contracts,
22 labels, advertisements, and warranties, *i.e.* run at 1080p resolution.

23 72. As the television did not run at 1080p resolution as promised, it is thereby not fit
24 for the ordinary and essential purpose for which it was intended.

25 73. As a direct and proximate result of ABC Warehouse's failure to comply with the
26 warranties coupled with the un-merchantable condition of the television, Plaintiff and the
27 subclass suffered damages, including:

- 1 a. purchase and receipt of one non-confirming and un-merchantable
- 2 television that is diminished in value;
- 3
- 4 b. failure to receive the use, benefit, and enjoyment of the television;
- 5 c. inability to utilize the television for its intended ordinary purpose;
- 6 d. loss of use of the television; and
- e. incurrence of incidental and consequential damages.

7 74. The defects and conformities present in the Sony Grand Wega television, coupled
8 with ABC Warehouse's failures as described above, constitute a violation of the Magnuson-Moss
9 Warranty Act, 15 U.S.C. § 2301 *et seq.*, and a breach of the implied warranty of merchantability
10 under state and federal law.

COUNT VII
Breach of Contract
(Against All Defendants)

13 75. Plaintiff hereby incorporates each and every allegation contained in ¶¶1-74 as if
14 fully alleged herein and further alleges as follows.

15 76. Plaintiff and members of the Class and Subclass, on the one hand, and
16 Defendants, on the other, entered into a series of contracts through which Defendants promised
17 to provide a Sony Grand Wega television, Model KDS-R50XBR1 that was always capable of
18 displaying 1080p resolution.

19 77. Plaintiff and members of the Class and Subclass accepted Defendants' offers.

20 78. Plaintiff and each member of the Class and the Subclass have fully performed all
21 conditions, covenants and promises required to be performed or were excused from any
22 conditions, covenants and promises.

23 79. All conditions required for Defendants' performance have occurred.

24 80. Defendants failed to live up to their contractual promise that the Sony Grand
25 Wega television always ran at 1080p resolution.

26 81. Accordingly, Defendants have breached their contracts with Plaintiff, the Class
27 and the Subclass.

1 82. As a result of Defendants' breach, Plaintiff and the Class members have been
2 damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

4 WHEREFORE, Plaintiff David Date, Jr., individually and on behalf of the Class, prays
5 for judgment and relief against defendants as follows:

6 1. Temporary, preliminary and permanent injunctive relief, including, but not limited
7 to, an order of this Court ordering defendants to immediately cease all acts of unfair competition
8 and enjoining Defendants from continuing to conduct business via the illegal acts or practices as
9 particularized herein, as well as from refusing to engage in a corrective information campaign
10 regarding their policies, and imposing an asset freeze over all illegally obtained monies;

11 2. Actual, statutory, consequential, incidental and punitive damages;

12 3. Reasonable costs of suit and attorneys' fees;

13 4. Pre- and post-judgment interest;

14 5. An order certifying the Class and appointing plaintiff and her counsel
15 as Class Representative and Class Counsel; and

16 6. Such other and further relief as this Court may deem necessary, proper and/or
17 appropriate.

JURY DEMAND

19 Plaintiff demands a trial by jury on all causes of action so triable.

20 DATED this 2 day of April, 2007.

ROSNER & MANSFIELD LLP
10085 Carroll Canyon Road, First Floor
San Diego, CA 92131
(858) 348-1005

By: John W. Hanson
Alan M. Mansfield
John W. Hanson

THE CONSUMER ADVOCACY CENTER, P.C.
Lance A. Raphael
Stacy M. Bardo

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3 Chicago, Illinois 60602
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SONY

KDS-R50XBR1

GRAND WEGA SXRD™ High Definition Television

Key Features

- SXRD™ Technology
- WEGA Engine™ HD System
- Cinema Black Pro
- ATSC Integrated Tuner with CableCARD™ Slot
- HDMI™ (High Definition Multimedia Interface)
- PC Input (D-Sub 15pin)

Key Technologies

SXRD™ Panels SXRD technology is a new display technology developed by the legendary television engineers at Sony® to meet and exceed the demands of a High Definition image at its full 1080 line resolution. Digitally transmitted High Definition signals can contain over 2 million individual detail points that need to be displayed accurately and rapidly. SXRD displays those 2 million detail points per SXRD panel accurately since the 3 SXRD panels actually contain enough pixels to fully display a 1080 line picture without interlacing it.

SXRD has the speed to create a smooth, film like image. The SXRD panels have a blistering 5ms response time (total rise and fall time), which exceeds the demands of even the most rapidly moving High Definition images. And SXRD creates highly accurate, natural colors because the 3-panel design displays all the colors, all the time.

Cinema Black Pro Cinema Black Pro is an exclusive Sony function designed to improve contrast expression especially in darker scenes. The Cinema Black Pro function is enabled by using either one or both of two features - Iris Control and Advanced Iris. The Iris Control function sets the maximum size of the Iris opening and sets the overall level of brightness. There are six settings that allow the user to adjust the iris opening to best match the room lighting conditions.

The Advanced Iris function is a dynamic adjustment that automatically opens and closes the Iris according to the gamma level of the picture on the screen. There are four different adjustments. The "High" setting is ideal for movies and music video content. And the "Off" setting works great for sports and news content.

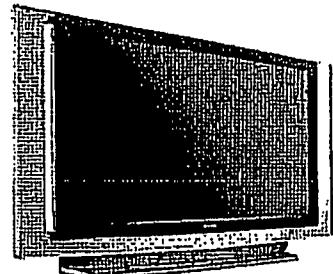
WEA Engine™ HD Because of the special demands HDTV places on signal quality a new generation of Sony's exclusive WEGA Engine™ advanced picture quality system has evolved into WEGA Engine™ HD. Two innovative digital imaging processes have been added to improve overall picture quality. A High Contrast Image processor dynamically detects the histogram of each frame and instantly applies the ideal contrast level for crisper images. And the Natural High Density Picture Image processor reduces noise elements by intelligently separating the noise from the video signal for a purer more detailed picture. Enjoy a stunning display of realistic images, amazing detail and sharpness, reduced noise and enhanced clarity with improved depth and contrast.

SXRD

WEGA ENGINE

S-Master
Digital AmplifierVIRTUAL
DOLBY
SURROUND

Memory Stick



like.no.other™

XBR

GRAND
WEA

KDS-R50XBR1

Grand WEGA SXRD Projector Selection Television

Features

General

Auto SAP: Yes
Channel Fix: Yes
ID1 Detection: Yes
Video Label: Yes

Video

Screen or Display Technology: SXRD™ Technology
Tuner: ATSC, BVS, NTSC, Clear QAM, CableCARD™ QAM
Video Signal System: ATSC, NTSC
Video Processing: Yes
Auto White Balance: Yes
Color Temperature: Cool, Neutral, Warm
Color Correction: High, Low, Off
Noise Reduction: Yes
Black Corrector: High, Medium, Low, Off
Cinema Black Pro: Yes
Clear White: On/Off
Gamma Compensation: High, Medium, Low, Off
CineMotion® Reverse 3:2 Pulldown Technology: Yes
Digital Texture Enhancer: High, Medium, Low, Off
Direct Digital II Circuitry: Yes
Advanced Iris: Yes
Wide Mode (16:9): Wide Zoom, Full, Zoom
Wide Mode (4:3): Wide Zoom, Normal, Full, Zoom
Wide Mode (PC): Normal, Full 1, Full 2
Slide Show Mode: Yes
Display Mode for PC Input: Yes
Comb Filter: 3D Digital Comb Filter
DRC® MultiFunction Circuitry: Yes (DRC-MF v2)
DRC® Mode: Mode 1, Mode 2, CineMotion® function
DRC® Palette Presets: Custom 1, Custom 2, Custom 3
Direct Mode: On/Off
Game Mode: On/Off
Game Picture: Yes
Auto Adjustment (PC): Yes
Phase (PC Only): Yes
Pitch (PC Only): Yes
Advanced Video Menu: Yes
Picture Modes: Vivid, Standard, Pro
Detail Enhancer: High, Medium, Low, Off
BN Smoother™: Yes

Audio

Tone Control(s): Treble and Bass
Sound Mode: Dynamic, Clear Voice, Natural
MTS Stereo Decoder: Yes
Digital Amplifier: S-Master™ Digital Amplifier
Audio Mute: Yes
Speaker On/Off: Yes
Simulated Surround: Yes
SRS® TruSurround® Audio Effect: Yes
Dolby® Digital: Yes

Convenience

Channel Label: Yes

Channel Skip/Add: Yes
Channel Jump: Yes
Favorite Channel: Yes
Speed Surf™ Channel Selection: Yes
Program Guide Access: Yes
Auto Channel Programming: Yes
Menu Color: Gray, Red, Green, Indigo, Purple
Multiple Language Display: English, Español, Français
Parental Control (V-Chip): Yes
Freeze Memo Screen Freeze: Yes
Info Banner: Yes
Programmable Timer: Yes
Sleep Timer: 15, 30, 45, 60, 90, Off
Timer Events: 2 Event
Caption Vision: On, Off, Program
Clock: Yes (with ON/OFF Timer)
Picture And Picture: Yes
Power Save Mode: Standard, Reduced
Built-in AC Adaptor: Yes

Specifications

General

Aspect Ratio: 16:9
Screen Size: 50"

Video

Native Resolution: 1080p
Horizontal Scan (kHz) for PC: 15 different frequencies
Display Resolution: 1920 x 1080
Overscan: Normal, +1, +2
Viewing Angle: Right/Left: 130°, Up/Down: 60°
Display Response Time: 5 ms (rise and fall)
Vertical Size: +10 to -10
Vertical Center: +83 to -84
Horizontal Center: +83 to -84
Vertical Frequency (Hz): 6 different frequencies

Audio

Speaker Type: Round
Speakers (Total): 4
Full Range Speaker Size: 3 1/4"
Audio Power Output: 30W Total (15W x 2)

Inputs and Outputs

Analog Audio Input(s): 6 (1 Front/5 Rear)
Audio Out (Variable/Fixed): 1 (Rear) - Fixed/Variable
CableCARD™ Slot: Yes
Component Video (Y/Pb/Pr) Input(s): 2 (Rear)
Composite Video Input(s): 3 (1 Front/2 Rear)
Control-S Input(s): 1 (Rear)
Control-S Output(s): 1 (Rear)
Digital Audio Output(s): 1 (Rear: PCM/ Dolby® Digital (Optical))
HDMI™ Connection Input(s): 2 (Rear: 1 with Audio Inputs, 1 without Audio Inputs)
i.LINK® Connection: 3 (1 Front/2 Rear)
Memory Stick® Media Slot: 1 (1 Front)
RF Connection Input(s): 2 (Rear)

S-Video Input(s): 3 (1 Front/2 Rear; Auto Detect on Video 1 only)

PC Audio Input(s): 1 (Rear)

PC Video Input(s): 1 (Rear)

Power

Internal Power Supply: Yes
Power Consumption (In Operation): 240W
Power Consumption (In Standby): 0.5W
Power Requirements: AC 120, 60Hz
Power Management: Yes
Power Consumption (CableCARD™ Function in Standby): Less than 30W (Also applies to I.LINK port.)

Service and Warranty Information

Limited Warranty: 1 Year Parts and Labor

Dimensions

Weight: 84 lbs 13 oz (43 kg)
Measurements: 57-1/4" x 34" x 18 7/8" (1453 x 863 x 478 mm)

Supplied Accessories

Remote Control (RM-Y914)
Operating Instructions
Quick Start Guide
Batteries (AAA x2)
Warranty
Product Registration Card

Optional Accessories

SU-GW12 (AV Stand)
XL-5100 (120W Replacement Lamp)

UPC Code: 027242681101

Confidential Sony Information. For Internal Use Only.
1. Screen Size measured diagonally.
2. For additional viewing and information please consult the Owner's Manual.

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Sony, Cyber, Grand WEGA, B-Master, Steady Sound, WEGA Engine, SoundSurf, Memory Stick, SXRD, i.LINK, Control-S and CRD are trademarks of Sony. CableCARD is a trademark of Cable Television Laboratories, Inc. STS and the STS symbol, and TruSurround are trademarks of STS Labs, Inc. The TV incorporates High-Definition Multimedia Interface (HDMI®) technology. HDMI, the HDMI logo and High-Definition Multimedia Interface are trademarks or registered trademarks of HDMI Licensing LLC. All other trademarks are property of their respective owners.
Features and specifications are subject to change without notice. Nonmetric weights and measures are approximate.

Please visit the Dealer Network for current information at www.sony.com/dn

SONY

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Small Electronics

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Phones

Communications

Computers

Home Office

Furniture

Games & Toys

Power Tools

SONY "XBR" KDSR50XBR1

Product Features

- 6,220,800 pixels w/3 sxrd
- Quaila QD6 pure
- 0.61" sxrd panel
- Replaceable 120W
- 1920x1080
- lamp
- HDMI & PC Input
- Twin-view PIP
- Memory stick media
- viewer
- 57.25W x 34.9" x

View Spec Sheet

Adobe Acrobat Reader is required to view the:

**SONY "XBR"
KDSR50XBR1
50" 1080p Sxrd Grand WEGA HDTV
with Built-in hdtv/cable card**

\$2999

Enlarge Product Image

Accessories For This Item

**TECH CRAFT
SDE5560
(Item 29776)**  **Matching Sony TV Stand
with Sculpted base and
top** **\$349.95** **"In-store
Only"**

Online Selection Growing Daily!



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Flyer**

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Netscape 4.0 or higher. ABC Warehouse reserves the right to limit quantities.

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WAYNFIELD	2400 Elizabeth Ln., Rd., Wayne, MI 48188	640-623-1800	• JENISON	2440 Chicago Dr., Jenison, MI 49428	610-457-1002	• CHESTERFIELD	81000 Chisolm, Chesterfield, MI 48227	248-410-2377
FLINT	4247 Miller Rd., Flint, MI 48507	810-732-8210	• LANSING	5744 E. Pennsylvania, Lansing, MI 48011	817-281-1000	• PORT WILSON	4134 24th Ave., Port Clinton, MI 48060	810-323-0000
LEEDS	27200 Joy Rd., Highland, MI 48230	313-337-2100	• SOUTHGATE	11805 E. 12th, Dearborn, MI 48126	734-353-0400	• MT. PLEASANT	1000 E. Michigan St., Mt. Pleasant, MI 48856	800-775-3233
FRUITLAND	20310 Orchard Ln., Rd., Farmington, MI 48336	248-520-0800	• LAKESIDE	18477 116th Rd., Macomb Twp., MI 48044	650-247-7710	• DENTON HARBOR	1545 16th Dr., Hamilton Harbor, MI 48022	208-410-3030
MKT. GLENDALE	25200 Grand River, Clinton Twp., MI 48038	200-701-1000	• SUGOLY TWP.	4/003 Vass Dyke, Shallow Twp., MI 48017	600-714-1610	• KALAMAZOO	6000 E. Washington, Portage, MI 49002	269-327-0000
TROY	244 W. Maple, Troy, MI 48064	248-282-8200	• SOUTHFIELD	24725 Southfield Rd., Southfield, MI 48070	348-857-3870	• CATTLE CREEK	5700 Beekley Rd., South Creek, MI 48085	226-870-7000
AWH. AURORA	800 W. Elementary Hwy., Ann Arbor, MI 48103	734-622-8200	• DEARBORN	16225 Michigan Ave., Dearborn, MI 48126	913-584-9500	• JACKSON	600 N. West Ave., Jackson, MI 49202	517-725-7000
GRINDLAWN	1240 W. Grand River Ave., Grand Rapids, MI 48816	610-321-3120	• GALTON	41000 Penn Rd., Galt, MI 49107	734-621-7700	• TRAVERS CITY	1500 Market Place Circle, Traverse City, MI 49604	231-430-2200

DATE

03-21-06

ABC JARHOUSE

INVOICE NO.

A42 168765

BILL TO: 7340971416
DAVTO DAVE JR
19550 CRANBELL CT
BELLEVILLE MI 48111

SHIP TO: 7340971416
DAVTO DAVE JR
19550 CRANBELL CT
BELLEVILLE MI 48111

ACCOUNT NUMBER	PURCHASE ORDER NO.	DATE SHIPPED	TERMS	DD NUMBER
F8111		04-01-06	/	

LES NUMBER 146 D NAME CANDY SIMPSON J007 CRAIG BRIGHT

SPECIAL INSTRUCTIONS

EM NUMBER	ITEM DESCRIPTION	UNIT	QTY QOH	QTY SHP	ITEM	UNIT PRICE	AMOUNT	DD
146	5000000001 50" X800 F01	EA	1	0	0	2690.00	2690.00	ABC 04-01-06
146	5000000001 50" X800 F01	EA	1	0	0	2690.00	2690.00	ABC 04-01-06
146	DELIVER 04/01/06	EA	1	0	0	19.99	19.99	ABC 04-01-06
146	DELIVERY MAIL IN REBATE	EA	1	0	0	19.99	19.99	ABC 04-01-06
146	REBATE 04/01/06	EA	1	0	0	19.99	19.99	ABC 04-01-06

04-01-06	04-01-06	04-01-06	04-01-06	04-01-06
04-01-06	04-01-06	04-01-06	04-01-06	04-01-06
04-01-06	04-01-06	04-01-06	04-01-06	04-01-06
04-01-06	04-01-06	04-01-06	04-01-06	04-01-06
04-01-06	04-01-06	04-01-06	04-01-06	04-01-06

AGREEMENT MUST BE APPROVED BY MANAGEMENT
Customer acknowledges receipt of goods and understands terms of sale as outlined on back
of this document including the Warranty Plus Application.

Signature X _____ Stock Release _____ Witness _____

INVOICE

OPEN PAYABLE IN U.S. FUNDS

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown herein and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

SALE ACKNOWLEDGED AND DRAFT ACCEPTED
Customer acknowledges receipt of goods and understands terms of sale as outlined on back of this document.

X _____
CARDHOLDER SIGNATURE

5862072

THE CONSUMER ADVOCACY CENTER, P.C.*

A private law firm devoted to protecting consumers' rights

Lance A. Raphael
Attorney at Law
Licensed in Illinois

Offices in Chicago and Seattle

180 West Washington Street, Suite 700
Chicago, IL 60602
Phone: (312) 782-5808
Fax: (312) 377-9930
E-mail: Lance@cnclawyers.com

February 26, 2007

Via Facsimile and Certified Mail Return Receipt Requested

(858) 942-9123
General Counsel
Sony Electronics, Inc.
16530 Via Esprillo
San Diego, California 92127

(248) 465-9642
Randy Simpson
General Manager
ABC Warehouse
43606 West Oaks Drive
Novi, Michigan 48377

(212) 833-8800
General Counsel
Sony Corporate
550 Madison Avenue
New York, New York 10022

(248) 335-2568
General Counsel
ABC Warehouse
One West Silverdome Industrial Park
Pontiac, Michigan 48342

Re: Notice of Violation of the Consumer Legal Remedies Act and Demand for Remedy

To Whom It May Concern:

We have been requested to assist David Date, on behalf of himself and all others similarly situated nationwide, relating to claims for damages, restitution, and equitable relief arising out of the above named companies' improper practices of falsely advertising the Sony Grand Wega television, Model KDS-R50XBR1 as well as other models potentially as well, as having 1080p, as well as requests for payments of damages and restitution that are presently due and owing. The facts regarding this situation are as follows:

On or about March 30, 2006, David Date purchased a new Sony Grand Wega television, Model KDS-R50XBR1 from ABC Warehouse for \$3,153.70 (which includes the cost of the television, five year warranty, and delivery charge, as well as applicable finance charges). David Date made such purchase after both Sony and ABC Warehouse directly represented to him that this television would run at 1080p. After constructing an entertainment center built specifically for this television and attaching it to a computer he specifically created for such television, he discovered that your representations regarding the capabilities of the television were false in that such television did not run at 1080p.

THE CONSUMER ADVOCACY CENTER, P.C.*

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Phone: (312) 782-5808
Fax: (312) 377-9930
E-mail: Lance@caclawyers.com

As you are aware, this is not an isolated incident as Model KDS-R50XBR1 televisions are uniformly advertised by you as having 1080p, but do not in fact have this capability.

The policies and practices of falsely advertising your products to have capabilities that they do not have was not authorized or allowable under law. Such conduct constitutes a violation of the Consumer Legal Remedies Act, CAL. CIV. CODE § 1750, *et seq.* for those persons.

Specifically, these practices constitute violations of the California Civil Code §§ 1770(a), under, *inter alia*, the following subdivisions:

- (5) Representing that goods or services have . . . characteristics, . . . uses [or] benefits . . . which they do not have;
- (7) Representing that goods . . . are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (9) Advertising goods or services with intent not to sell them as advertised;
- (14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have, or which are prohibited by law;
- (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not;
- (18) Misrepresenting the authority of an . . . agent to negotiate the final terms of the transaction with a consumer;
- (19) Inserting an unconscionable provision in the contract.

You must undertake the following actions to resolve the issues raised by this letter, as well as to satisfy the requirements of California Civil Code § 1782(c), and any other applicable similar statutory or common law provisions, whether in tort or in contract:

- (1) identify all affected consumers;
- (2) advise such persons of the right upon request to a full, complete and timely refund of all amounts overpaid for this model television (the

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amount overpaid for this television is valued at the cost of the television sold versus the cost of the television if sold as advertised), plus reimbursement of any associated expenditures (such as postage, time, and telephone calls), interest on all such sums, costs, and reasonable attorneys' fees incurred;

- (3) agree to cease from advertising the Sony Grand Wega television as running with 1080p, as well as undertaking a corrective advertising campaign; and
- (4) provide proof that the acts above were the result of a bona fide error notwithstanding the use of reasonable procedures adopted to avoid such errors.

David Date reserves the right, after thirty (30) days from the date of this letter, to file a Complaint, as permitted by Civil Code § 1782, for claims of actual, statutory, treble and exemplary damages under the CLRA, plus any other relief as may be appropriate for those Class members who are consumers, unless a full and adequate response to this letter is offered to David Date and all affected consumers. It must be made clear that an individual offer will not avoid potential suit or your liability to other class members or claims under other theories of recovery, even if accepted. Thus, to avoid litigation, it is in the interests of all parties concerned that you address this problem immediately as set forth above.

This notice also serves as a demand to cure any breach of any express contract or warranty created by your uniform advertisements and offers, as well as any breach of implied warranties created by law. The above-requested relief is equally applicable to such claims, to the extent required by law.

If you have any questions or concerns, please contact me at your earliest convenience.

Yours very truly,
The Consumer Advocacy Center, P.C.

Lance A. Raphael

SONY

KDS-R50XB R1

Key Features

- SXRD™ Technology
- WEGA Engine™ HD System
- Cinema Black Pro
- ATSC Integrated Tuner with CableCARD™ Slot
- HDMI™ (High Definition Multimedia Interface)
- PC Input (D-Sub 15pin)

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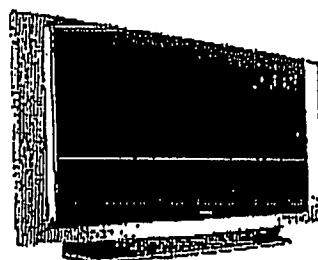
SXRD

W

S-MASTER
Digital SoundVIRTUAL
DOLBY
SURROUND

I

Multi-Mode



XBR

S-MASTER
DOLBY
SURROUND

50" 1080p Sxrd Grand WEGA HDTV with Built-In hdtv/cable card at ABC Warehouse - Page 1 of 2

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Mobile Electronics

Phones

Communications

Computers

Home Office

Furniture

Games & Toys

Power Tools

SONY "XBR" KDSR50XBR1

Product Features

- 6,220,800 pixels w/3 sxrd
- 0.61" sxrd panel
- 1920x1080
- HDMI & PC Input
- Memory stick media
- Qualia 005 pure lamp
- Replacable 120W lamp
- Twin-view PIP
- 57.25W x 34.9H x 1.8D

Spec Sheet

Adobe Acrobat Reader is required to view this

SONY "XBR"
KDSR50XBR1
50" 1080p Sxrd Grand WEGA HDTV
with Built-In hdtv/cable card

\$2999

Enlarge Product Image

Accessories For This Item

TECH CRAFT
SDE5560
(Item 29776)

Matching Sony TV Stand
with Sculpted base and top

\$349.95 In-Store Only

Online Selection Growing Daily!

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"DR. LESS" | Store Locator | ABC Credit Card | Contact Us | Customer Service | Gordyisms
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or Netscape 4.0 or higher. ABC Warehouse reserves the right to limit quantities

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SONY

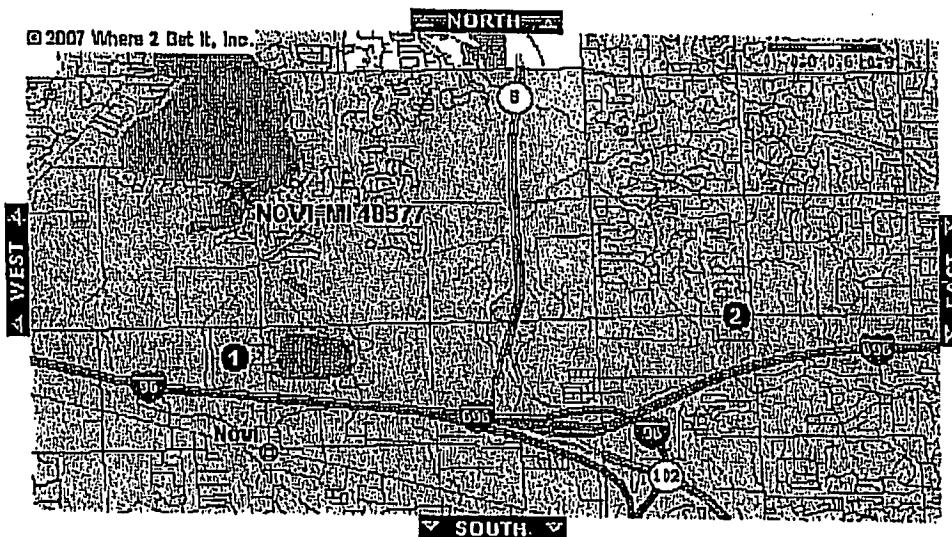
Of the 15,000 retailers in the U.S. selling Sony products, only Sony authorized dealers have access to Sony product managers, specialized customer service and more. Use this dealer locator tool to find the Sony authorized dealer nearest you.

Please call ahead to confirm availability of your specific product before visiting your local Sony authorized dealer.
Note: Special offers and/or promotions including kits or bundles offered at SonyStyle.com may differ from promotions offered by our authorized retail dealers.
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We found 2 locations near you.

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Phone Distance Directions

1 ABC WAREHOUSE 1.44 miles [driving directions](#)
43606 WEST OAKS DRIVE

NOVI MI 48377

2 Paulson's Audio Video 3.22 miles [driving directions](#)
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Farmington MI 48331

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address:

city: state: zip code:
select 48377

Search Radius (in miles)

5

model number:
KDL62XBR3

Greenberg Traurig

Francis A. Citem
(312) 456-8413
citem@gtlaw.com

March 23, 2007

Mr. Lance A. Raphael
The Consumer Advocacy Center, P.C.
180 West Washington Street
Suite 700
Chicago, Illinois 60602

Re: David Date

Dear Mr. Raphael:

We have been retained by Sony Electronics Inc. in connection with the above captioned matter. I am writing in response to your correspondence of February 26, 2007 directed to the general counsel of Sony Electronics and others.

Your letter contains a number of false and misleading statements. Please be assured that Sony Electronics will vigorously contest any "claims for damages, restitution, and equitable relief" relating to Mr. Date's purchase of a Sony Grand Wega television (Model No. KDS-R50XBR1).

Your assertion that Sony Electronics misrepresented the capabilities of the television is incorrect. The KDS-R50XBR1 has a native resolution that displays at 1080p, as is accurately set forth in the product's specifications and user manual, including the specification sheet attached to your letter of February 26, 2007. The native resolution is simply the physical resolution of a fixed-pixel display. Simply stated, the native resolution is the resolution of the display device..

When discussing resolution, however, you need to understand that the term applies not only to a television's display capability (the native resolution), but also to the television's input capabilities (input resolution). The input resolution for the KDS-R50XBR1 is 1080i, 720p, 480p and 480i. Again, this information is accurately set forth in the user manual.

Your statement, therefore, that Mr. Date discovered that Sony Electronics' "representations regarding the capabilities of the television were false" demonstrates

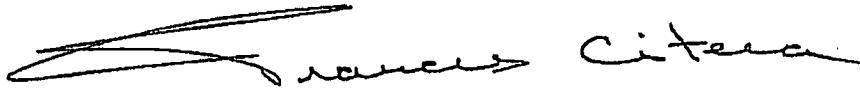
ALBANY
AMSTERDAM
ATLANTA
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BOSTON
BRUSSELS*
CHICAGO
DALLAS
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DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MIAMI
MILAN*
NEW JERSEY
NEW YORK
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME*
SACRAMENTO
SILICON VALLEY
TALLAHASSEE
TAMPA
TOKYO*
TYSONS CORNER
WASHINGTON, D.C.
WEST PALM BEACH
ZURICH
*Strategic Alliance
Tokyo-Oliver/Strategic Alliance

Lance A. Raphael
March 23, 2007
Page 2

a fundamental misunderstanding of the important differences between native resolution and input resolution. There is no basis, therefore, for your request that Sony Electronics cure a purported breach of any express contract or warranty.

While we believe that this letter sets forth the fundamental differences between native resolution and input resolution, I would be happy to answer any additional questions you may have. I want to reiterate, however, that Sony Electronics will vigorously contest any claims that Mr. Date may pursue on behalf of himself or any putative class.

Sincerely,



Francis A. Citera

FAC/rm

CHI 56667508v1 3/21/2007

JS44

(Rev. 07/89)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

CIVIL COVER SHEET

I (a) PLAINTIFFS

DAVID DATE, JR., Individually and On Behalf of All Others Similarly Situated

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Wayne County, Michigan
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

SONY ELECTRONICS INC 2 and 3rd WAREHOUSE

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

San Diego

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

BY: *PLD* DEPUTY

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
ROSNER & MANSFIELD, LLP
10085 Carroll Canyon Rd., 1st Fl.
San Diego, CA 92131
Tel: (858) 348-1005

ATTORNEYS (IF KNOWN)

'07 CV 0592 BEN RBB

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

1 U.S. Government Plaintiff 3 Federal Question
(U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in
Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX)
(For Diversity Cases Only)

	PT	DEF	PT	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C.
Section 1332

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 410 Agriculture	<input type="checkbox"/> 400 State Reappointment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury-Medical Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	SOCIAL SECURITY	<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other	<input type="checkbox"/> 861 HIA (13958)	<input type="checkbox"/> 875 Customer Challenge I2 USC
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 410 Agriculture	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 863 DOL/CDIWW (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Electment	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 240 Tort to Land	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 950 Constitutionality of State
<input type="checkbox"/> 245 Tort Product Liability		<input type="checkbox"/> 555 Prisoner Conditions	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input checked="" type="checkbox"/> 990 Other Statutory Actions
<input type="checkbox"/> 290 All Other Real Property			<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

1 Original Proceeding 2 Removal from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND \$ To Be Determined

Check YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See Instructions): JUDGE

Docket Number

DATE April 2, 2007

SIGNATURE OF ATTORNEY OF RECORD *[Signature]*

UNITED STATES
DISTRICT COURT
Southern District of California
San Diego Division

136625 - A2
April 2, 2007

Code	Case #	Qty	Amount
CV086280	3-07-CV-0542	60.00	CH
Judge	BENETIZ		
CV486403		108.00	CH
CV510800		190.00	CH

Total -> 358.00

FROM: CIVIL FILING
DAVID DATE JR V. SONY
ELECTRONICS INC ET AL
BC# 10559 SH